



# **Request For Qualifications For Provision of Shelter Services**

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**Department of Behavioral Health  
Contracts Administration  
268 West Hospitality Lane, Suite 400  
San Bernardino, CA 92415-0026**

**RFQ DBH 08-21**

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## I. INTRODUCTION

- A. Purpose - The County of San Bernardino Department of Behavioral Health (DBH), hereafter referred to as the "County", is seeking qualifications applications from interested and qualified organizations and firms to provide shelter services for County consumers, experiencing temporary homelessness.
- B. This Request for Qualifications (RFQ) is being released in order to ultimately allow DBH to compile a Vendor List from which service providers will be utilized on a case-by-case basis. Agreements awarded will be fee for service Agreements based on the number of bed days provided and will cover the period of January 2, 2009 to June 30, 2011.
- C. Minimum Proposer Requirements - All Proposers must:
1. Have no record of unsatisfactory performance. Contractors who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Contractor, shall be presumed to be unable to meet this requirement.
  2. Meet other presentation and participation requirements listed in this Request for Qualifications (RFQ).
- D. Mandatory Proposal Conference – This procurement does **not** include a mandatory proposal conference. However there will be a one week period where questions can be submitted. All questions must be submitted in writing to the following address listed in Section I, Paragraph D. Answers will be posted on the County's Internet site at '<http://www.sbcounty.gov/rfp/rfpllist.htm>'.
- E. Correspondence - All correspondence, including qualifications applications, are to be submitted to:
- Melissa Mitchell, SAIL  
Department of Behavioral Health, Contract Administration  
268 West Hospitality Lane, Suite 400  
San Bernardino, CA 92415-0026  
ATTN: RFQ DBH 08-21 – Shelter Services
- Questions can also be faxed to (909) 382-3060, Attn: Melissa Mitchell, or e-mailed to [mmitchell@dbh.sbcounty.gov](mailto:mmitchell@dbh.sbcounty.gov).
- F. Qualifications Application Submission Deadline - **All qualifications applications must be received at the address listed above no later than 4:00 PM, November 18, 2008.** Facsimile or electronically transmitted qualifications applications will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late qualifications applications will not be accepted or considered.

## II. QUALIFICATIONS APPLICATION TIMELINE

RFQ Release Date	<b>October 21, 2008</b>
Deadline for submission of questions	<b>November 4, 2008</b>
Tentative Date for Questions and Answers to be posted on County's Internet Site	<b>November 11, 2008</b>
Deadline for qualifications applications	<b>November 18, 2008</b>
Tentative date to send award/denial letters to Proposers	<b>December 2, 2008</b>
Deadline for appeals	<b>December 12, 2008</b>
Beginning date for Agreement(s)	<b>January 2, 2009</b>

## III. QUALIFICATIONS APPLICATION CONDITIONS

- A. Contingencies - Funding for this program is contingent on County funds. This RFQ does not commit the County to award an Agreement. The County will award an Agreement based on the application(s) that best meets the needs of the County.

The County reserves the right to accept or reject any or all applications if the County determines it is in the best interest of the County to do so. The County will notify all Applicants, in writing, if the County rejects all proposals. Applications shall remain open, valid and subject to acceptance anytime within six (6) months after the proposal opening.

- B. Application Submission - To be considered, all qualifications applications must be submitted in the manner set forth in this proposal. **It is the Proposer's responsibility to ensure that its proposal arrives on or before the specified time.** All qualifications applications and materials submitted become the property of the County.
- C. Incurred Costs - This RFQ does not commit the County to pay any costs incurred in the preparation of a proposal in response to this request and Proposer agrees that all costs incurred in developing this proposal are the Proposer's responsibility.
- D. Level of Service - For any Agreement awarded as a result of the RFQ, no minimum number of consumers will be guaranteed by the County.
- E. Final Authority - The final authority to award Agreement rests solely with the County of San Bernardino Board of Supervisors.
- F. Modifications

The County has the right to issue addenda or amendments to this RFQ. The County also reserves the right to terminate this process at any time.

G. Termination of Award

The Agreement between the County and selected Proposers will contain specific language which addresses the option of both the Proposer and County to terminate the Agreement without cause, termination for the convenience of the County, and termination for cause.

H. Admonition to Proposers

Once this RFQ has been issued, Proposers are specifically directed not to contact County personnel for meetings, conferences or technical discussions related to this RFQ. Failure to adhere to this policy may result in disqualification of the Proposer. All questions regarding this RFQ can be presented in writing as indicated in Section I, Paragraph E.

IV. **PROGRAM REQUIREMENTS**

A. **Definitions**

Request for Qualifications (RFQ) - The document used to solicit and evaluate interested applicants and/or agencies/organizations to determine if they possess the required qualifications and experience to provide specified services. The purpose of this RFQ process is to establish a list of pre-qualified service vendors. After eliminating respondents who do not meet the criteria of the RFQ, the County may issue Agreements to those certified as qualified.

Department of Behavioral Health (DBH) - The Department of Behavioral Health (DBH), under state law, provides mental health and alcohol and drug treatment and prevention services to County residents. In order to maintain a continuum of care, DBH operates, or contracts for the provision of, 24-hour care, day treatment, outpatient services, case management, and crisis and referral services. Community services are provided in all major County metropolitan areas and are readily accessible to most County residents.

B. **Background**

In 1985 the Department of Behavioral Health began its homeless shelter program because of the large number of homeless mentally ill on the streets. These individuals were filling the hospitals, jails and utilizing many County resources that resulted in extra costs. The expansion over the years to adding facilities that take placements "24/7" and adhere to the "Recovery Model" have also helped in further reducing the numbers going into the jails and/or hospitals. It is necessary to provide beds in all geographic areas of the County due to the fact that each community now has homeless mentally ill. In 2007 there were over 1000 contact and/or referrals made for homeless mentally ill adults.

The passage of Proposition 63 (now known as the Mental Health Services Act or MHSA) provided other opportunity for the California Department of Mental Health (DMH) to redesign programs to better meet the needs of consumers. The program in San Bernardino County has assisted over 5000 individuals through the years in receiving shelter, finding housing, employment and a better quality of life. During 2007 the existing contracts have provided shelter bed days for approximately 1000 individuals. The goal of the program is to prevent

significant homelessness and to decrease the amount of incarceration and hospitalizations among the mentally ill.

**C. Program Description**

Program Objective – The objective of this program is to provide shelter services to DBH consumers experiencing temporary homelessness due to mental illness or a co-occurring disorder of substance abuse and mental illness.

Program Requirements and Considerations – Organizations that submit qualifications applications shall be able to perform and provide the following:

- Maintain a living environment and physical plant conducive to quality care and treatment of mentally disabled individuals; which includes a safe and sanitary sleeping quarter, per individual, on a nightly basis.
- Provide clean, functional and safe toilet and shower facilities for residents.
- Provide locked storage areas for each resident; residents shall have access to this area upon request.
- Assure that bedroom doors do not have locks that restrict house manager or DBH staff access.
- Provide three (3) well-balanced meals and two (2) snacks on-site and on a daily basis.
- Provide reasonable access to telephone services for recovery-related activities.
- Vendor shall obtain an appropriate business license, Conditional Use Permit and/or Fire Clearance; as designated by local ordinances. All licenses and/or necessary permits will be current throughout the term of the agreement.
- Vendor shall hire a Facility Manager who shall have no previous convictions with any correlation to that position, which may cause risk to residents.
- Vendor shall collaborate with DBH regarding appropriateness of admission and discharge of consumers. DBH will determine the length of stay for consumers, and has sole authority to relocate a consumer if it deems necessary to better meet consumer needs.
- Vendor shall have house rules posted and copies available to each consumer upon admission and request.
- Vendor shall give DBH staff 24/7 access to consumers and facility for the purpose of evaluation regarding meeting consumer and program needs.

**V. AGREEMENT REQUIREMENTS**

**A. General**

The Proposer(s) selected may be required to agree to the terms contained below. If the Proposer has any objections, these objections must be addressed in the RFQ response to the County or the objections will be deemed to have been waived.

1. Representation of the County

In the performance of the Agreement, Proposer, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of County of San Bernardino.

2. Agreement Primary Contact

The Proposer will designate an individual to serve as the primary point of contact for the Agreement. Proposer shall notify DBH when the primary contact will be unavailable/out of the office for one (1) or more business days. Proposer or designee must respond to County inquiries within two (2) County business days.

Proposers that provide shelter services for Transitional Age Youth (TAY) will designate an individual to attend mandatory monthly team meetings which will be coordinated by the TAY Program Manager.

3. Change of Address

Proposer shall notify the County in writing of any change in mailing address within ten (10) days of the address change.

4. Agreement Assignability

Without the prior written consent of the County, the Agreement is not assignable by Proposer either in whole or in part.

5. Agreement Amendments

Proposer agrees any alterations, variations, modifications, or waivers of provisions of the Agreement shall be valid only when they have been reduced to writing, duly signed and attached to the original of the Agreement and approved by the required persons and organizations.

6. Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under a Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of a Contract shall acknowledge San Bernardino County as the funding agency and Proposer as the creator of the publication. No such materials or properties produced in whole or in part under a Contract shall be subject to private use, copyright or patent right by Proposer in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to a Contract awarded must be filed with County prior to publication. Proposer shall receive written permission from County prior to publication of said training materials.

7. Attorney Fees

Proposer agrees to bear its own attorneys' fees and costs regardless of who prevails in the event of an Agreement dispute and not charge such fees as an expense under an Agreement.

8. Conflict of Interest

Proposer shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Proposer shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.

Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and State law, including Section 23-602 (Code of Conduct) of Chapter 23-600 of the CDSS Manual of Policies and Procedures. In the event that County determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest situation may be disallowed by County and such conflict may constitute grounds for termination of a Contract.

This provision shall not be construed to prohibit employment of persons with whom Proposer's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

9. Confidentiality

Proposer shall be required to protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to the Agreement, except for statistical information not identifying any participant. The Proposer shall not use or disclose any identifying information for any other purpose other than carrying out the Proposer's obligations under the Agreement, except as may be otherwise required by law. This provision will remain in force even after the termination of the Agreement.

10. Agreement Reimbursement

- A. Pursuant to an Agreement with the County, selected Vendors shall receive reimbursements monthly in arrears based on a bed day rate of \$30.00 per bed day, and the number of bed days delivered during the service month, not to exceed the maximum annual obligation of the County under any such Agreement.
- B. Agreements are typically funded annually on a July 1 – June 30 fiscal year basis.
- C. Proposer shall bill the County monthly in arrears on claim forms provided by the County.



- D. If applicable, no later than 75 days after the end of the fiscal year or expiration date or termination of a contract for services, unless otherwise notified by County, the Proposer shall provide the County with a complete and correct annual standard State of California Cost Report for Medi-Cal services.
- E. Reimbursement to Proposer shall be made monthly in arrears based on the actual cost of services provided during the service month.
- F. Proposers selected for Contracts shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractors designated checking account or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

11. Licenses and Permits

Proposer will ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, County and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of the Agreement. Proposer will notify County immediately of loss or suspension of any such licenses and permits.

12. Health and Safety

Proposer shall comply with all applicable local health and safety clearances, including fire clearances, for each site where program services are provided under the terms of the Agreement.

13. Department of Justice Clearance

Proposer shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code Section 11105.3.

Vendor shall hire a Facility Manager for whom vendor has obtained a Live Scan / Department of Justice Clearance, as specified above.

There are over 40 locations in San Bernardino County to obtain the Live Scan / DOJ Clearance. Any required fees for this service are the responsibility of the Vendor. Locations can be found by accessing the following link:  
<http://ag.ca.gov/fingerprints/publications/contact.php>.

Results of the Live Scan / DOJ Clearance shall be sent to the following DBH staff prior to any services being performed:

Joseph Ralph Ortiz, Deputy Director  
Department of Behavioral Health, Administrative Services  
268 West Hospitality Lane, Suite 400  
San Bernardino, CA 92415-0026

14. Health Insurance Portability and Accountability Act

Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), regulations have been promulgated governing the privacy of individually identifiable health information. The HIPAA Privacy Regulations specify requirements with respect to contracts between an entity covered under the HIPAA Privacy Regulations and its Business Associates. A Business Associate is defined as a party that performs certain services on behalf of, or provides certain services for, a Covered Entity and, in conjunction therewith, gains access to individually identifiable health information. Therefore, in accordance with the HIPAA Privacy Regulations, Proposer shall comply with the terms and conditions as set forth in the attached Business Associate Agreement (Attachment B), hereby incorporated by this reference.

15. Pro-Children Act of 1994

Proposer will comply with Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994.

16. Environmental Regulations

EPA Regulations - If the amount available to Proposer under the Contract exceeds \$100,000, Proposer will agree to comply with the Clean Air Act (42 USC 7606), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15).

State Energy Conservation Clause - Proposer shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 20, Division 2, Chapter 4, California Code of Regulations).

17. Recycled Paper Products

The County has adopted a recycled product purchasing standards policy (11-10), which requires Contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Contractors to use both sides of the paper sheets for reports submitted to the County whenever practicable.

18. Americans with Disabilities Act

Proposer shall comply with all applicable provisions of the Americans with Disabilities Act (ADA). The ADA can be accessed at <http://www.usdoj.gov/crt/ada/adahom1.htm>.

19. Public Accessibility

Proposer shall ensure that services provided are accessible by public transportation.

20. Notification

In the event of a problem or potential problem that will impact the quality or quantity of work or the level of performance under this Agreement, notification will be made within one working day, in writing and by telephone to the County.

21. Termination for Convenience

The County for its convenience may terminate the Agreement in whole or in part upon thirty (30) calendar day's written notice. If such termination is effected, an equitable adjustment in the price provided for in this Contract shall be made. Such adjustment shall provide for payment to the Proposer for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Proposer shall promptly discontinue services unless the notice directs otherwise. Proposer shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

22. Venue

The venue of any action or claim brought by any party to the Agreement will be the Central District Court of San Bernardino County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to San Bernardino County.

23. Cultural Competency

The State Department of Mental Health (DMH) mandates counties to develop and implement a cultural Competency Plan for residents of San Bernardino County. Policies and procedures and all services must be culturally and linguistically appropriate. Proposers will be included in the implementation process and shall adhere to cultural competency standards and requirements.

**Cultural and Linguistic Competency.** Cultural competence is defined as a set of congruent practice behaviors, attitudes, and policies that come together in a system, agency, or among consumer vendors and professionals that enable that system, agency, or those professional and consumer vendors to work effectively in cross-cultural situations.

- a. The Proposer shall be required to assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible beneficiary population. Such studies are critical to designing and planning for providing appropriate and effective behavioral health and substance abuse services.
- b. The DBH recognizes that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally-unique needs. Providing medically necessary specialty behavioral health and

substance abuse services in a culturally competent manner is fundamental in any effort to ensure success of high quality and cost-effective behavioral health and substance abuse services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers is not cost-effective.

- c. To assist the Proposer's efforts towards cultural and linguistic competency, the DBH shall provide the following:
  - (1) Technical assistance to the Proposer regarding cultural competency implementation.
  - (2) Demographic information to the Proposer on service area for services planning.
  - (3) Mandatory cultural competency training for DBH and Proposer personnel. Proposer staff is required to attend at least one cultural competency training per year.
  - (4) Interpreter training for DBH and Proposer personnel.
  - (5) Technical assistance for the Proposer in translating behavioral health and substance abuse services information to the DBH's threshold language (Spanish).

24. Oath of Confidentiality

Proposers who are awarded agreements through this RFQ process may be required to sign the Department of Behavioral Health Non-Staff Oath of Confidentiality.

B. INDEMNIFICATION AND INSURANCE

- 1. Indemnification – The Proposer agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Proposer's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
- 2. Insurance – The Proposer agrees to provide insurance set forth in accordance with the requirements herein. If the Proposer uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Proposer agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Proposer shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- a. Worker's Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Proposer and all risks to such persons under this contract.

If Proposer has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Worker's Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Proposers that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Worker's Compensation insurance.

- b. Commercial/General Liability Insurance – The Proposer shall carry General Liability Insurance covering all operations performed by or on behalf of the Proposer providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence, and a \$2,000,000 general aggregate limit.
- c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Proposer is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Proposer owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.!

3. Additional Insured - All policies, except for the Worker's Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insured's with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
4. Waiver of Subrogation Rights – The Proposer shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Proposer and Proposer's employees or agents from waiving the right of subrogation prior to a loss or claim. The Proposer hereby waives all rights to subrogation against the County..
5. Proof of Coverage – The Proposer shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, as required, prior to the commencements of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Proposer shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Proposer shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
6. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".
7. Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
8. Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Proposer will be reduced to pay for County purchased insurance.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Proposer agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

C. RIGHT TO MONITOR AND AUDIT

1. Right to Monitor

County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Proposer in the delivery of services provided under the Agreement. Full cooperation shall be given by Proposer in any auditing or monitoring conducted.

Proposer shall cooperate with County in the implementation, monitoring and evaluation of this agreement and comply with any and all reporting requirements established by County.

2. Availability of Records

Proposer shall maintain all records and management books pertaining to local service delivery and demonstrate accountability for Agreement performance and maintain all fiscal, statistical, and management books and records pertaining to the program.

Records, should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy and shall be retained for at least seven years from the date of final payment or final settlement, or until audit findings are resolved, whichever is longer.

All records shall be complete and current and comply with all Agreement requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of an Agreement.

The Proposer shall maintain consumer and community service records in compliance with all regulations set forth by the State Department of Mental Health (DMH) and provide access to clinical records by DBH staff.

Proposer(s) shall agree to maintain and retain all appropriate service and financial records for a period of at least seven (7) years, or until audit findings are resolved, which ever is later.

3. Assistance by Proposer

Proposer shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All

inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Proposer.

## **VI. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS**

### **A. Equal Employment Opportunity Program**

Proposer agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000), the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Proposer shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, sexual orientation, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from DBH Contracts Unit.

### **B. Civil Rights Compliance**

The Proposer shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with DBH Contracts Unit within 30 days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, DBH will supply a sample of the Plan format. The Proposer will be monitored by DBH for compliance with provisions of its Civil Rights Plan.

## **VII. FORMER COUNTY OFFICIALS**

The Proposer shall provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent its business. The information provided must include a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. This should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of the business. For purposes of this section, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the RFQ being deemed non-responsive.



#### **VIII. IMPROPER CONSIDERATION**

The Proposer shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this RFQ.

The County, by written notice, may immediately reject any proposal or terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process or any solicitation for consideration was not reported. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Proposer shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Proposer. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

#### **IX. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS**

The County reserves the right to request the information described herein from the Proposer selected for Contract award. Failure to provide the information may result in a disqualification from the selection process and no award of Contract to the Proposer. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Proposer also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of Contract.

The selected Proposer may be asked to disclose whether the firm or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firms business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Proposer will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Proposer may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Proposer will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For the purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

#### **X. CALIFORNIA PUBLIC RECORDS ACT**

All information submitted in the proposal or in response to request for additional information is subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 and following. Proposals may contain financial or other data, which constitutes a trade secret. To protect such data from disclosure, Proposer should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of its response:

##### **NOTICE**

The data on pages\_\_\_\_\_ of this Proposal response, identified by an asterisk (\*) or marked along the margin with a vertical line, contains information, which are trade secrets. We request that such data be used only for the evaluation of our response, but understand that disclosure will be limited to the extent that the County of San Bernardino determines is proper under federal, state, and local law.

The proprietary or confidential data shall be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the Proposal.

The County assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the Proposer will be advised of the request and may expeditiously submit to the County a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state and local law. This statement will be used by the County in making its determination as to whether or not disclosure is proper under federal, state and local law.

The County will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury, which may result from any disclosure that may occur.

#### **XI. LOCAL PREFERENCE POLICY**

The County of San Bernardino has adopted a preference for Proposers whose principal place of business is located within the boundaries of the County. A five percent (5%) preference may be applied prior to approval of any purchase or acquisition of services, equipment, goods, or supplies.

For purposes of the application of the local preference policy (County Policy 11 – 12), "principal place of business" is defined as the Proposer's main office (or headquarters) or a major regional office. A "major regional office" is defined as a business location apart from the Proposer's main office (or headquarters) which:

- Has been issued a business license, if required, and has been established and open for a minimum of six months prior to the date that the approval authority authorizes the circulation of an RFP, Request for Quotes (RFQ), Quote(s) and Requests for Applications (RFA) for any contract, agreement, or purchase order to which it responds; and
- Can demonstrate on-going business activity in the field of endeavor on which the

Proposer is proposing, from that office during the preceding six months; and

- Has a minimum of twenty-five percent (25%) of the Proposer's full time management employees and twenty-five percent (25%) of its full time regular employees working from the San Bernardino County location(s).

The County's Local Preference Policy means for example, if two Proposers are responding to this RFQ and if quality, service and ability to meet the County's needs are equal, County staff must determine if one of the Proposers is a local Proposer. If one of the Proposers is a local Proposer, and its quoted price or cost for services, equipment, goods or supplies does not exceed five percent (5%) of the other Proposer's quoted price or cost, unless it is determined that an exemption applies, staff may recommend the local Proposer for the contract award.

## **XII. QUALIFICATIONS APPLICATION SUBMISSION**

### **A. General**

1. All interested and qualified Proposers are invited to submit a Qualifications Application for consideration (**Attachment B**).
2. Qualifications applications must be submitted in the format described below. Qualifications applications are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFQ. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFQ instructions, responsiveness to the RFQ requirements, and on completeness and clarity of content.
3. Qualifications Applications must be complete in all respects as required in this section. An application may not be considered if it is conditional or incomplete.
4. **Qualifications applications must be received no later than November 18, 2008 at the designated location as specified in Section I, Paragraph E - Proposal Submission Deadline.**
5. All qualifications applications and materials submitted become the property of the County.

### **B. Qualifications Application Presentation**

1. An original, which may be bound, and five (5) unbound copies are required. The original copy must be clearly marked "Master Copy". If one copy of the application is not clearly marked "Master Copy", the application may be rejected. However, the County may at its sole option select, immediately after application opening, one copy to be used as the Master Copy. If discrepancies are found between two or more copies of the application, the application may be rejected. However, if not rejected, the Master Copy will provide the basis for resolving such discrepancies.
2. The package containing the original and copies must be sealed and marked with the Proposer's name and "**CONFIDENTIAL – Shelter Services DBH RFQ 08-21.**"

3. Any additional information in regards to the Qualifications Applications must be submitted on 8 1/2" by 11" recycled paper with double sided printing, unless specifically shown to be impracticable, with no less than 1/2" top, bottom, left and right margins. Qualifications applications must be typed or prepared with word processing equipment and double-spaced. Type face must be no more than 12 characters per inch. Each page must be clearly and consecutively numbered at the bottom center of the page.
  4. The County has adopted a recycled product purchasing standards policy which requires Proposers to use recycled paper for qualifications applications and for any printed or photocopied material created as a result of a Contract with the County. The policy also requires Proposers to use both sides of paper sheets for reports submitted to the County whenever practical.
- C. Qualifications Application Format - Response to this Request for Qualification must be on the attached documents, with any additional information attached to the packet. The Qualifications Application includes Attachment A, Attachment B and any additional information submitted.
1. Statements of Certification - Include the following in this section of the application:  
  
Review and complete **Attachment A**.
  2. Qualification Application - **Attachment B**.  
  
Should include all necessary information to complete the Qualification Application, pages 1 through 8; additional pages may be included if necessary.
  3. Statement of Experience - Include the following in this section of the proposal:
    - a. Number of years the prospective Contractor has been in business under the present business name, as well as related prior business names.
    - b. List any applicable licenses or permits presently held and indicate ability to obtain any additional licenses or permits that may be required.
    - c. A statement that the Proposer has an organization that is or will be, adequately staffed and trained to perform the required services or demonstrate the capability for recruiting such staff.
    - d. Experience of principal individuals of the prospective Contractor's present organization.
    - e. Convictions or adverse court rulings involving fraud and/or related acts of all officers, consultants, and employees. If none, so state.
    - f. A statement that the Proposer does not have any commitments or potential commitments which may impact on the Proposer's assets, lines of credit, guarantor letters, or ability to perform the Contract.
  4. Insurance - Submit evidence of ability to insurance in the amounts and coverages stated in Section V, Paragraph B - Indemnification and Insurance Requirements.

### **XIII. PROPOSAL EVALUATION AND SELECTION**

#### **A. Evaluation Process**

All qualifications applications will be subject to a standard review process developed by County. A primary consideration shall be the effectiveness of the agency or organization in the delivery of comparable or related services based on demonstrated performance.

#### **B. Evaluation Criteria**

1. Initial Review - All qualifications applications will be initially evaluated to determine if they meet the following minimum requirements:

- a. The proposal must be **complete**, in the required format, and be in compliance with all the requirements of this RFQ.
- b. Prospective contractors must meet the requirements as stated in the Minimum Proposer Requirements as outlined in Section I, Paragraph B.

Failure to meet **any** of these requirements **will** result in a rejected Qualifications Application.

2. Evaluation - Qualifications applications meeting the above requirements will be evaluated on the basis of the following criteria:

- a. Experience.
- b. Qualifications of personnel.
- c. Ability to meet the needs of County consumers.

Selection will be based on determination of which proposal will best meet the needs of the County and the requirements of this RFQ.

#### **C. Qualifications Application Acceptance**

Contract(s) will be awarded based on a competitive selection of qualifications applications received.

The contents of the Qualifications Application of the successful proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

#### **D. Protests**

Proposers may protest the recommended contracts, provided the protest is in writing, contains the RFQ number, is delivered to the address listed in Section I, Paragraph E of this RFQ, and submitted within ten (10) calendar days of the date on the notification of application status.

Grounds for a protest are that the County failed to follow the selection procedures and adhere to requirements specified in the RFQ or any addenda or amendments; there has

been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.; or violation of State or Federal law. Protests will not be accepted on any other grounds. In event of a protest, all protests will be handled by a panel designated by the Director of DBH, or successor.

The County will consider only those specific issues addressed in the written protest. A written response will be directed to the protesting proposer within fourteen (14) calendar days of receipt of the protest, advising of the decision with regard to the protest and the basis for the decision.

E. Final Approval

Any Contract resulting from this RFQ will be awarded by final approval of the San Bernardino County Board of Supervisors.

**ATTACHMENT A**

**STATEMENT OF CERTIFICATION**

The following statements are incorporated as part of the application in response to the County of San Bernardino **DBH RFQ 08-21** Shelter Services.

Statement		Agree (Initial)	Disagree (Initial and attach explanation)
1.	Services will be provided as described in the Qualifications Application no later than January 2, 2009.		
2.	The offer made in the Qualifications Application is firm and binding for 120 days from the date the application is opened and recorded.		
3.	All declarations in the application and any attachments are true and shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy by law.		
4.	All aspects of the RFQ and the Qualifications Application submitted shall be binding if the proposal is selected as and Contract awarded.		
5.	The County will be provided with any other information that the County determines is necessary for an accurate determination of the Proposer's ability to perform services as proposed.		
6.	If selected, the vendor agrees to comply with all applicable rules, laws, and regulations.		

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Company/Agency

\_\_\_\_\_  
Address



**REQUEST FOR QUALIFICATION (RFQ)  
SHELTER SERVICES  
QUALIFICATIONS APPLICATION - RFQ DBH 08-21**

1. Submitted by (Applicant's Legal Name or Legal Name of Agency/Organization):  
\_\_\_\_\_
2. Business Address: \_\_\_\_\_
3. Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_
4. Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_
5. By submitting the Qualifications Application in response to **DBH RFQ 08-21 SHELTER SERVICES**, the applicant or agency/organization understands and agrees with the following statements:
  - a. All costs for developing and completing the Qualifications Application and supporting documents are the responsibility of the applicant or agency/organization and will not be chargeable to the County of San Bernardino.
  - b. The Qualifications Application and supporting documents submitted become the property of the County.
  - c. It is understood that the RFQ, Qualifications Application and any and all supporting documents are open to public inspection under provisions of law.
6. The undersigned affirms all statements made in this application are true and complete to the best of his/her knowledge.
7. The undersigned, under penalty of perjury, is an agent authorized to submit this Qualifications Application on behalf of the agency/ organization.
8. The undersigned further states that he/she is authorized to negotiate with the County on behalf of the agency/organization.

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Print Name Here)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Organization Name, if applicable)

\_\_\_\_\_  
(Date)



**Instructions for completing background information:**

- ♦ Please answer all questions completely. If a question does not apply to you, please indicate Not Applicable (N/A)

1. How many years have the applicant or agency/organization been providing shelter services?

\_\_\_ Years \_\_\_ Months

\_\_\_ New Provider

2. Does the applicant or agency/organization have experience providing shelter services for individuals with:

Mental Illness ☐ Yes ☐ No

Substance Abuse ☐ Yes ☐ No

*If checked "yes", see page 5.*

3. Does the applicant or agency/organization have any experience providing shelter services to consumers referred by any of the County of San Bernardino's many departments?

☐ Yes ☐ No

*If checked "yes", see page 5.*

4. What are your areas of expertise?

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5. Please list any memberships in professional associations, organizations or societies that are job-related.

6. What is your availability? Please indicate office hours on the chart below.

Weekday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Office Hours							

7. Please indicate the region(s) that you propose to serve.

Region	Representative Cities	Region Served?
San Bernardino Metropolitan Area	San Bernardino	<input type="checkbox"/> yes <input type="checkbox"/> no
	Colton	<input type="checkbox"/> yes <input type="checkbox"/> no
	Fontana	<input type="checkbox"/> yes <input type="checkbox"/> no
	Highland	<input type="checkbox"/> yes <input type="checkbox"/> no
	Redlands	<input type="checkbox"/> yes <input type="checkbox"/> no
	Rialto	<input type="checkbox"/> yes <input type="checkbox"/> no
	Unincorporated area of Bloomington	<input type="checkbox"/> yes <input type="checkbox"/> no
Desert and Mountain Areas	Victorville Area	<input type="checkbox"/> yes <input type="checkbox"/> no
	Morongo Basin	<input type="checkbox"/> yes <input type="checkbox"/> no
West End	Chino	<input type="checkbox"/> yes <input type="checkbox"/> no
	Ontario	<input type="checkbox"/> yes <input type="checkbox"/> no
	Rancho Cucamonga	<input type="checkbox"/> yes <input type="checkbox"/> no
	Upland	<input type="checkbox"/> yes <input type="checkbox"/> no

8. Is the applicant or agency/organization currently involved in any litigation in connection with any other type of shelter services provided?

☐ Yes ☐ No

*If checked "yes", see page 5.*

9. Has the applicant or agency/ organization had a contract unwillfully terminated during the past two years?

☐ Yes ☐ No

*If checked "yes", see page 5.*

10. If the Qualifications Application is submitted under an agency/organization name, is the agency/organization currently delinquent in paying its State/Federal payroll taxes?

☐ Yes ☐ No

*If checked "yes", explain below.*

**SHELTER SERVICES  
QUALIFICATIONS APPLICATION  
RFQ DBH 08-21  
BACKGROUND EXPLANATIONS**

**Question#1**

Experience working with individuals with mental illness and/or substance abuse consumers?

**Question #2**

Experience providing shelter services for County of San Bernardino departments? *(Please include department names and addresses)*

**Question #3**

Involved in current litigation in connection with any other type of shelter services?

**Question #4**

Has any contract been unwillfully terminated within the last two years?

**SHELTER SERVICES  
QUALIFICATIONS APPLICATION  
RFQ DBH 08-21**

**Please provide a narrative of your plan for delivery of services.**



**SHELTER SERVICES  
QUALIFICATIONS APPLICATION  
RFQ DBH 08-21  
Personnel Qualifications**

**Please list the names and qualifications of all personnel who may be used to provide shelter services to the Department of Behavioral Health.**

**BUSINESS ASSOCIATE AGREEMENT**

Except as otherwise provided in this Agreement, CONTRACTOR, hereinafter referred to as BUSINESS ASSOCIATE, may use or disclose Protected Health Information to perform functions, activities or services for or on behalf of the COUNTY OF SAN BERNARDINO, hereinafter referred to as the COVERED ENTITY, as specified in this Agreement and in the attached Contract, provided such use or disclosure does not violate the Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. 1320d et seq., and its implementing regulations, including but not limited to, 45 Code of Regulations Parts 160, 162, and 164, hereinafter referred to as the Privacy and Security Rules.

**I. Obligations and Activities of Business Associate.**

- A. Business Associate shall not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law. Business Associate shall disclose to its employees, subcontractors, agents, or other third parties, and request from Covered Entity, only the minimum Protected Health Information necessary to perform or fulfill a specific function required or permitted hereunder.
- B. Business Associate shall implement administrative, physical, and technical safeguards to:
  - 1. Prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
  - 2. Reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- C. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- D. Business Associate shall report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement and/or any security incident with respect to electronic Protected Health Information of which it becomes aware.
- E. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, shall comply with the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- F. Business Associate shall provide access to Protected Health Information in a Designated Record Set to Covered Entity or to an Individual, at the request or direction of Covered Entity and in the time and manner designated by the Covered Entity, in order to meet the requirements of 45 CFR 164.524.
- G. Business Associate shall make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526, in the time and manner designated by the Covered Entity.
- H. Business Associate shall make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, and/or to the Secretary for the U.S. Department of Health and Human Services, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy and Security Rules.
- I. Business Associate shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond



to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

- J. Business Associate shall provide to Covered Entity or an Individual, in the time and manner designated by the Covered Entity, information collected in accordance with provision (i), above, to permit Covered Entity to respond to a request by the Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- K. Upon termination of this Agreement, Business Associate shall return all Protected Health Information required to be retained and return or destroy all other Protected Health Information received from the Covered Entity, or created or received by the Business Associate or its subcontractors, employees or agents on behalf of the Covered Entity. In the event the Business Associate determines that returning the Protected Health Information is not feasible, the Business Associate shall provide the Covered Entity with written notification of the conditions that make return not feasible. Business Associate further agrees to extend any and all protections, limitations, and restrictions contained in this Agreement, to any Protected Health Information retained by Business Associate or its subcontractors, employees or agents after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.

## **II. Specific Use and Disclosure Provisions.**

- A. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- B. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- C. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation service to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).
- D. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 42 CFR 164.502(j) (1).

## **III. Obligations of Covered Entity.**

- A. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- B. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- C. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

**IV. General Provisions.**

- A. Remedies. Business Associate agrees that Covered Entity shall be entitled to seek immediate injunctive relief as well as to exercise all other rights and remedies which Covered Entity may have at law or in equity in the event of an unauthorized use or disclosure of Protected Health Information by Business Associate or any agent or subcontractor of Business Associate that received Protected Health Information from Business Associate.
- B. Ownership. The Protected Health Information shall be and remain the property of the Covered Entity. Business Associate agrees that it acquires no title or rights to the Protected Health Information.
- C. Regulatory References. A reference in this Agreement to a section in the Privacy or Security Rule means the section as in effect or as amended.
- D. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- E. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules.